

FULL AND FINAL RELEASE AND SETTLEMENT OF CLAIMS

THIS FULL AND FINAL RELEASE AND SETTLEMENT OF CLAIMS ("Release") is made this 29th day of April, 2014 by Michael Simpson ("Simpson"), and Southern Park County Fire Protection District ("the District") (Simpson and the District collectively, the "Parties").

WHEREAS, Simpson and his attorneys desire to settle all claims or potential claims against the District, and to enter into various agreements relating to his claims and the matters giving rise thereto, in accordance with the provisions and upon the terms and conditions hereinafter set forth;

FOR good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby promise and agree as follows:

1. The District, through its insurance carrier, shall pay Simpson and his attorneys the sum of ninety five thousand Dollars (\$95,000.00).

2. Simpson hereby releases, acquits and forever discharges the District and its affiliated organizations, companies, subsidiaries, divisions, successors, insurers, re-insurers, principals, agents, attorneys, advisers, employees, volunteers, employers, servants, partners, officers, directors, board members and anyone else acting on the District's behalf (collectively referred to as "Releasees") of and from any and all liabilities, claims, demands, rights, controversies, charges, agreements, damages, actions, causes of action, subrogated interests, liens, or other derivative claims, administrative actions, expenses, fees, interest, compensation, judgment, and any and all consequential and punitive damages, of whatsoever kind and nature, either in law or in equity, contractual or extra-contractual, whether pled or unpled, which exist or might exist, whether known or unknown, including, but not limited to, any claim or action which in any way relates to or arises out of Simpson's employment with and separation from the District, or the District's provision of documents previously provided to any member of the public pursuant to any request to the District made under the Colorado Open Records Act ("CORA"). Simpson acknowledges that a portion of the consideration given for this Release is being given for the full and final release of any and all unknown losses, claims, injuries, costs, expenses, and damages which either may have occurred in the past and are not yet known, or which may arise in the future and are not presently known that relate to or arise out of Simpson's employment with and separation from the District, or the District's provision of documents previously provided to any member of the public pursuant to any request to the District made under CORA. Simpson agrees voluntarily and knowingly to assume the risk of any mistake of fact or law, either mutual or unilateral, with respect to said losses, claims, injuries, costs, expenses and damages, and Simpson shall not, under any circumstances seek to present further claims on behalf of himself, his agents, attorneys, bankruptcy trustees, servants, employers, employees, heirs, executors, administrators, insurers, successors, assigns and subrogees against the Releasees. This release is further intended to and does release, acquit and

forever discharge any and all claims for attorneys' fees or other hearing or litigation costs or expenses that might exist with regard to Simpson's claims or potential claims, or to any civil action.

3. Simpson understands and agrees that he shall be solely responsible for all taxes, interests, penalties and other charges which may be owed to or assessed by any governmental authority, including the Internal Revenue Service, the Colorado Department of Revenue or any other taxing entity, as a result of the payment made to him pursuant to this Release. Simpson agrees to defend, indemnify and hold the Releasees harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental authority asserted against the Releasees because of his failure to pay applicable taxes, interests, penalties and other charges which may be owed to or assessed by any governmental authority.

4. Simpson agrees that as part of the consideration herein, he shall not ever apply for, accept, or work in any employment capacity, volunteer or otherwise, with the District in the future.

5. The District agrees to allow Simpson to submit for his personnel records a retroactive resignation, effective January 2, 2014, and agrees that Simpson will be able to state on job applications that he resigned from the District.

6. The District agrees that if it receives an employment reference inquiry, it will give a neutral job reference for Simpson, providing only dates of employment, salary or wage upon separation, and job title held at time of separation.

7. The District will remove from its website the following documents:

- a. Press releases dated January 7, 2014, January 14, 2014 and February 11, 2014;
- b. April 9, 2014 Notice that post-termination hearing is vacated; and
- c. Board Meeting Minutes for meetings on January 2, 2104, January 9, 2014, and January 16, 2014.

Simpson understands and agrees that the documents referenced in this paragraph 7 are still documents of public record, and that the District can and must provide the same to any member of the public that requests them pursuant to CORA.

8. Simpson agrees that this Release and the terms thereof shall be binding on his agents, attorneys, bankruptcy trustees, servants, employers, employees, former employees, principals, heirs, executors, administrators, insurers, successors, assigns, subrogees, subrogors, and any and all other persons or entities which have or may have

any claim on behalf of themselves or be entitled to share in any settlement thereof. Simpson expressly understands and agrees that the signing of the Release shall be forever binding, and that no rescission, modification or release of himself from the terms of the Release will be made for any mistakes, as set forth therein.

9. It is further understood and agreed that no promise, inducement or agreement not herein expressed has been made to Simpson or his attorneys; that this Release contains the entire terms of the agreement between the Parties to settle this dispute; that the terms are contractual and not a mere recital; and that this Release shall be construed according to the laws of the State of Colorado.

10. It is further understood and agreed that this Release is intended to discharge forever any and all subrogated interests, liens, or other derivative claims which might exist with regard to allegations related to Simpson's claims, and forever discharge any and all claims for attorney's fees or other costs or expenses which might exist.

11. Simpson agrees to indemnify and hold harmless Releasees from any and all further claims, damages, actions, causes of action, expenses, compensation or attorneys' fees, whether known or unknown, which may be asserted by any bankruptcy trustee or creditor.

12. Simpson hereby expressly warrants that he has not assigned any rights or claims against any Releasee that he presently has, or may in the future have, including but not limited to any claim that in any way relates to or arises from Simpson's employment with or separation from the District, or to the District's provision of documents previously provided pursuant to any request to the District made under CORA. This is a material representation, and Simpson agrees to indemnify and hold harmless the Releasees as to any such claim now existing and all future ones, without limitation.

13. It is further understood and agreed that payment of the consideration herein is made in full settlement of and compromise of Simpson's claims; that such payment is not to be construed as an admission of liability on the part of person or entity released herein; and that any and all liability by them is expressly denied.

14. Simpson declares that he has fully and carefully read the Release, understands the content thereof, and has signed the same as his own free act. Simpson also declares that he has sought and received any necessary advice and explanation from his attorney, who approves of this Release.

15. Simpson further acknowledges and agrees:

(a) That Simpson understands this Release and knows that he is waiving rights, including but not limited to, rights under the Age Discrimination in Employment Act of 1967, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, and the Americans With Disabilities Act of 1990;

(b) That Simpson consents to everything in this Release;

(c) That Simpson is given twenty-one (21) calendar days within which to consider this Release (although Simpson may waive his right and sign this Release in less than 21 calendar days if he so chooses); and that

(d) Pursuant to 29 U.S.C.A. §626, Simpson is provided a period of 7 (seven) days following the execution of this Release to revoke the Release, and that Simpson may revoke this Release, in its entirety, only within seven (7) calendar days following his signing of the Release. This Release shall not become effective or enforceable until the revocation period has expired. If not revoked, all terms of this Release shall be effective immediately upon the execution of this Agreement.

16. The settlement funds referenced in paragraph 1 of this Release shall be made available to Plaintiff's counsel within ten (10) days of the date Simpson executes this Release, contingent upon expiration of the waiting periods referenced in Paragraph 15 hereto.

17. This Release was mutually drafted by the parties hereto. This Release shall not be interpreted or construed against any party because such party drafted all or some portion of this Release.

18. If any provision of the Release is deemed void or unenforceable, such provision shall be severed from the balance of the Release, and the remaining portions of this Release shall be deemed valid and enforceable.

19. Signatures may be transmitted by fax or electronically, and may be executed in separate parts, and when taken together, shall be considered as one and the same originals.

20. This Release sets forth the full agreement of the parties, and cannot be changed, except upon the signed written agreement of the parties.

By: *Michael Simpson*
Michael Simpson

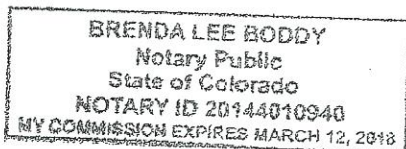
STATE OF COLORADO)
) ss:
COUNTY OF Teller)

SUBSCRIBED AND SWORN TO before me this 29th day of April 2014 by
Michael Simpson.

My commission expires: March 12, 2018

for Michael Simpson only

Brenda Lee Boddy
Notary Public



By: _____
Amy Mason, Board President
On behalf of Southern Park County Fire Protection
District

STATE OF COLORADO)
) ss:
COUNTY OF PARK)

SUBSCRIBED AND SWORN TO before me this ____ day of _____ 2014 by
Amy Mason.

My commission expires: _____

Notary Public

APPROVED AS TO FORM:

Ian Kalmanowitz
Ian Kalmanowitz, Esq.

STATE OF COLORADO)
) ss:
COUNTY OF _____)

SUBSCRIBED AND SWORN TO before me this ____ day of _____ 2014 by
Michael Simpson.

My commission expires: _____

Notary Public

By: Amy Mason
Amy Mason, Board President
On behalf of Southern Park County Fire Protection
District

STATE OF COLORADO)
) ss:
COUNTY OF PARK)

SUBSCRIBED AND SWORN TO before me this 2nd day of May 2014 by
Amy Mason.

My commission expires: OCT. 4, 2015

Stephen Z. Sample
Notary Public

APPROVED AS TO FORM:

Ian Kalmanowitz, Esq.

